

2550 Golf Road  
Rolling Meadows, IL 60008

Telephone: 312/640-7000



RECORDATION NO. 7548-14  
Filed 1425

SEP 10 1981 - 11 40 AM

1-254A064

September 11, 1981 INTERSTATE COMMERCE COMMISSION  
May

No. SEP 11 1981

Date

Fee \$ 20.00

RECORDATION NO. 7548-14  
Filed 1425

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
SEP 10 1981 - 11 40 AM

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

RE: Amendment to Agreement and Indenture  
(Security Agreement) dated as of April  
29, 1981

Gentlemen:

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations thereunder, as amended, we hand you herewith for filing, eight (8) fully executed counterparts of the above-referenced Amendment and eight (8) fully executed counterparts of an Assignment of Lease dated as of April 29, 1981, all as more fully described herein.

The parties to the Amendment are as follows:

Issuer: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Trustee: Chemical Bank  
20 Pine Street  
New York, New York 10005

The parties to the Assignment of Lease are as follows:

Assignor: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

SEP 11 11 37 AM '81

*Consent to file - C. K. Kopp*

Assignee: Chemical Bank  
20 Pine Street  
New York, New York 10005

A description, including lettering and car numbers, of the equipment released from the lien of the Indenture hereinafter referred to by the Amendment is set forth in Exhibit A hereto, and a description, including lettering and car numbers, of the equipment subjected to the lien of the Indenture by the Amendment, and a description of the lease covered by the Assignment of Lease are set forth in Exhibit B hereto.

The Amendment and Assignment each relate to that certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974, between United States Railway Leasing Company (now known as Evans Railcar Leasing Company) and Chemical Bank, recorded with the Interstate Commerce Commission on June 25, 1974 as Recordation No. 7548 (the "Indenture"). Accordingly, the Amendment and the Assignment should be filed as sub-filing under the Indenture's file number.

Enclosed is Rosenthal and Schanfield Check No. 26643 in the amount of \$20.00 in payment of applicable filing and recording fees.

Since the above referred to documents are being delivered to you by hand, we would appreciate it, if possible, if you could return to the person delivering the same, duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

Mr. I. Walter Deitch  
Rosenthal and Schanfield  
55 E. Monroe St., Suite 4620  
Chicago, Illinois 60603

Very truly yours,

EVANS RAILCAR LEASING COMPANY

By: 

Assistant Secretary

glb

7548-6

RECORDATION NO. 7548-18  
Filed 1425

AMENDMENT TO AGREEMENT AND INDENTURE  
(SECURITY AGREEMENT)

SEP 1 1981-11 40 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO AGREEMENT AND INDENTURE (SECURITY AGREEMENT) dated as of April 29, 1981 (hereinafter called the "Amendment") between EVANS RAILCAR LEASING COMPANY, an Illinois corporation, formerly United States Railway Leasing Company (hereinafter called the "Company") and CHEMICAL BANK, a New York corporation (hereinafter called the "Trustee").

W I T N E S S E T H T H A T:

WHEREAS, the Company and the Trustee have heretofore entered into that certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974, and filed and recorded with the Interstate Commerce Commission (hereinafter called the "ICC") on June 25, 1974 as Recordation No. 7548 (hereinafter called the "Indenture"), providing for the issuance of and security for the Company's \$5,000,000 original principal amount 8-3/4% Equipment Promissory Notes, Issue R, due May 1, 1989 (hereinafter called the "Notes"); and

WHEREAS, as further security for the Notes, the Company assigned all of its right, title and interest in and to, among other Leases (as such term is defined in the Indenture) the Leases (hereinafter called the "Original Leases") covering the railcars described on Exhibit A hereto (hereinafter called the "Destroyed Cars") pursuant to those certain Assignments of Lease from the Company to the Trustee dated as of May 1, 1974 and recorded with the ICC on June 25, 1974 as Recordation No. 7548A and 7548F, respectively; and

WHEREAS, the Company has heretofore deposited with the Trustee the sum of \$112,901.71 (hereinafter called the "Settlement Moneys") in settlement for the theft, loss, destruction or damage beyond repair of the Destroyed Cars pursuant to Section 3.1B of the Indenture and desires, pursuant to Section 4.2B of the Indenture, to mortgage, assign and pledge to and onto the Trustee, as security for the Notes, the railcars (hereinafter called the "Replacement Cars") and assign the leases (hereinafter called the "Replacement Leases") described in Exhibit B hereto in substitution for (a) the Destroyed Cars and the Original Leases as the same relate to the Destroyed Cars and (b) the Settlement Moneys.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and payment to the Company by the Trustee of \$10.00 and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as follows:

AGREEMENT

1. As security for the Notes, the Company hereby mortgages, pledges, assigns and grants a security interest to the Trustee, for the benefit of the holder or holders from time to time of the Notes, in all of the Company's rights, titles and interests in and to the Replacement Cars and the Replacement Leases, and all of the property described in Granting Clauses II, III and IV of the Indenture as such property relates and pertains to such Replacement Cars and Replacement Leases, and the Replacement Cars and such property shall constitute a portion of the Equipment, Cars and Trust Estate (as such terms are defined in the Indenture) for all purposes under the Indenture.

2. The Trustee hereby releases, remises, transfers and conveys to the Company all of its rights, titles and interests in and to the Destroyed Cars and the Original Leases as the same relate and pertain to the Destroyed Cars.

3. The Company covenants and agrees to execute and deliver to the Trustee Assignments (as defined in the Indenture) relating to the Replacement Leases and to cause such Assignments and this Amendment to be recorded with the ICC.

4. This Amendment shall become effective upon the recordation hereof and of the Assignments with the ICC, and upon the effectiveness hereof, the Trustee shall pay and deliver to the Company the Settlement Moneys.

5. All the other terms and conditions of the Indenture remain in full force and effect and the Indenture, as hereby amended, is hereby ratified, confirmed and approved.

EVANS RAILCAR LEASING COMPANY

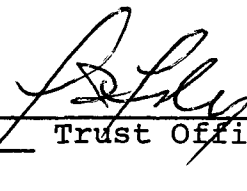
By: 

Vice President

ATTEST:

  
Assistant Secretary

CHEMICAL BANK

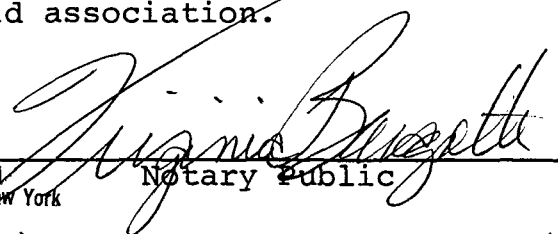
By:   
Senior Trust Officer

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK)

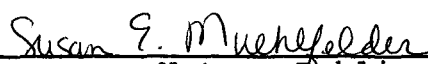
On this 8<sup>th</sup> day of September, 1981 personally appeared T. J. Foley and J. S. Rath, to me personally known, who being by me sworn, did say that they are, respectively, a SENIOR Trust Officer and Assistant Secretary of CHEMICAL BANK, a New York corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
VIRGINIA BARAZOTTI  
Notary Public, State of New York  
No. 41-473464  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1983

My commission expires Commission Expires March 30, 1983

STATE OF ILLINOIS)  
 ) SS.  
COUNTY OF C O O K)

On this 11<sup>th</sup> day of May, 1981 before me personally appeared Paul R. Leake and Thomas D. Schoenbeck, to me personally known, who being by me duly sworn, say that they are, respectively, a Vice President and an Assistant Secretary of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Susan E. Muehfelder  
Notary Public

My commission expires: 2-4-85

EXHIBIT A

DESCRIPTION OF DESTROYED CARS AND  
ORIGINAL LEASES RELATING THERETO

No. of Cars	Description of Cars	Lessee	Date of Lease	Lease Term (Year)	ICC Rec. No.
1	52'5" 70-ton All Door boxcar, bearing Car Reporting Marks USLX 50251	Georgia-Pacific Corporation	10/30/73	5	7449
2	52'5" 70-ton RBL boxcars, bearing Car Reporting Marks USLX 9092 and USLX 9067	Plywood Market- ing Associates	3/06/73	15	7139

EXHIBIT B

DESCRIPTION OF REPLACEMENT CARS  
AND REPLACEMENT LEASES

No. of Cars	Description of Cars	Lessee*	Date of Lease	Lease Term (Years)	ICC Rec. No.
10	100-ton covered hopper cars, bearing Car Reporting Marks TP&W 17001-TP&W 17010 (both inclusive)	Toledo, Peoria & Western Railway Co.	3/4/78	10	9675

\*Original lessor under the lease was United States Railway  
Equipment Co. which was merged into Evans Railcar Leasing Company  
on August 23, 1979.